

STATE OF LOUISIANA  
SOUTHEASTERN LOUISIANA UNIVERSITY  
HAMMOND, LOUISIANA  
(A Member of the University of Louisiana System)

INVITATION TO BID  
TO FURNISH TRANSPARENT LAN SERVICES  
AT MCCLIMANS HALL ON THE SLU CAMPUS  
AND THE ST. TAMMANY CENTER, MANDEVILLE, LA

ISSUING AGENCY: Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

DIRECTOR OF PURCHASING: Ed Gautier

PROCUREMENT SPECIALIST: Janet S. Danna  
Ph: (985) 549-5414

CONTRACT COORDINATOR: Donna Methvien  
Telecommunications Coordinator  
Ph: (985) 549-2138  
Fx: (985) 549-5777

RELEASE DATE: May 17, 2010

DEADLINE FOR FAX INQUIRIES: May 27, 2010 - Fax: (985) 549-3810

BID OPENING DATE: June 7, 2010

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University  
Purchasing Department  
Property Control & Supply Building  
2400 North Oak Street  
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED

This ITB is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned  
Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). For additional information regarding certification, please contact the LED at (225) 342-3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffaris.la.gov](http://www.vetaffaris.la.gov)

The State of Louisiana is committed to the success of this program and encourages your participation.

# SOUTHEASTERN LOUISIANA UNIVERSITY

## BID RESPONSE FORM

**BIDDER'S NAME:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**MAILING**

**CITY**

**STATE**

**ZIP**

**SCOPE:** Furnish Transparent LAN Services

**CONTRACT PERIOD:** Start: July 1, 2010 and End June 30, 2011.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

**BID PRICES:**

Location	Physical Interface	Amount
McClimans Hall	- 100 MBPS Ethernet	\$_____ per month
St. Tammany Center	- 100 MBPS Ethernet	\$_____ per month
<b>TOTAL</b>		<b>\$_____ per month</b>

SIGNATURE TO THE BID RESPONSE FORM SHALL BE CONSTRUED AS ACCEPTANCE OF THE ITB IN ITS ENTIRETY.

**AUTHORIZED OFFICER:** \_\_\_\_\_

(Signature)

(Print or Type Name)

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

NOTE: Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(C) (2) (d). The person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary or State; or (2) An individual authorized to bind the vendor as reflected by an accompanying resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

**BID RESPONSE FORM CONTINUED**

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

**INSURANCE INFORMATION TO BE PROVIDED BY BIDDER**

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ..... STATUTORY MINIMUM COVERAGE

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

If Not A.M. Best Rated - State Type of Insurer: \_\_\_\_\_

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
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COMMERCIAL GENERAL LIABILITY ..... \$1,000,000 MINIMUM COVERAGE

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **PURPOSE**

This Invitation to Bid (ITB) sets forth the requirements and specifications of Southeastern Louisiana University / SLU / University. The contents of this ITB and the Bidder / Vendor / Provider / Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

### **GOVERNING BID REGULATIONS**

All bids shall be subject to Louisiana Revised Statute 39:1551, et seq., and the Louisiana "Purchasing Rules and Regulations". All of these documents are made a part of this ITB by reference. These documents may be reviewed in the SLU Purchasing Department or in the Linus A. Sims Memorial Library on the SLU campus during regular business hours.

### **BID RESPONSE FORM**

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices shall be typewritten or in ink. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

### **CORRECTION OF MISTAKES**

Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

### **NUMBER OF COPIES**

**THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE.** The Bidder shall submit **one (1) originally signed bid response form.** The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

### **REJECTION OF BIDS**

The University reserves the right to reject any and all bids, and to waive any informalities. Incomplete, illegible, partial or informal bids may be rejected.

**SEALED BID**

The entire bid shall be sealed. All bids should be submitted in the special bid envelope furnished for that purpose. Bids submitted in other than the special bid envelope should be sufficiently identified to avoid premature opening of the bid response. The name and address of the Bidder should appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the special bid envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

**BIDS BINDING**

All formal bids shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

**BID CONFIDENTIALITY**

All bid responses shall become a matter of public record. Any information considered confidential shall not be included in the bid response.

**BIDS DUE**

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bids. Withdrawal notification must be by signature and received by the SLU Purchasing Department prior to the designated deadline for return of bids.

**DELIVERY OF BIDS**

Each bid response shall be time recorded upon its delivery by Purchasing Department personnel. The Bidder or its agent may hand deliver the bid and the deliverer should request a written receipt of its delivery. Or the Bidder may deliver the bid by an express carrier securing the signature of the person accepting delivery. Or the Bidder may mail the bid by registered or certified mail return receipt requested.

The address for mailing bids: Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402-0800

For hand delivered

or express bids: Southeastern Louisiana University  
Purchasing Department  
Property Control & Supply Building  
2400 North Oak Street  
Hammond, Louisiana

#### **BIDDER INQUIRIES**

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged.

Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and faxed to the Director of Purchasing.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

#### **BID COST INCURRED**

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

#### **QUALIFICATION OF BIDDER**

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for nonresponsibility.

#### **TAXES**

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from local taxes.

**SPECIFICATIONS**

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and do not restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the Contract Coordinator prior to bid opening.

**BID AWARD**

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. Bid award shall be contingent upon the availability of funds to perform the contract.



## **STANDARD TERMS & CONDITIONS**

### **ACCESS TO RECORDS**

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this solicitation and any resulting contract.

### **ACCIDENTS**

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (549-2222) and thereafter furnish a full written report of such accident.

### **ASSIGNMENT**

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

### **CONTRACT EXTENSION PERIOD**

Based upon mutual agreement between the successful Bidder and Southeastern Louisiana University, this contract may be extended for two (2) additional twelve (12) month periods at the same prices and terms. The continuation of this contract at all times is contingent upon appropriation of funding to the University by the Louisiana State Legislature.

### **COPYRIGHTS AND PATENTS**

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which Contractor is not the patentee, assignee, or licensee.

### **DISPOSAL OF NON-HAZARDOUS MATERIALS**

The Contractor shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

#### **FORCE MAJEURE**

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

#### **GOVERNING LAW**

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

#### **HAZARDOUS WASTE GENERATION**

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the University.

#### **INDEMNIFICATION AGREEMENT (HOLD HARMLESS)**

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

#### **INDEPENDENT CONTRACTOR**

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

#### **INSPECTION OF FACILITIES**

The Contractor should visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

#### **INSURANCE**

The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the University.

#### **LAWS**

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

#### **NON-EXCLUSIVE AGREEMENT**

The University reserves the right to purchase or receive services within the scope of the contract whenever determined by the University to be within its best interests.

#### **NOTICES**

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402.

#### **PAYMENT**

The Contractor shall render monthly invoices at least (30) days prior to month service is provided. An original invoice and one duplicate should be forwarded to the Purchasing Department by the 1st of each month for the next service month. Payment shall be by check and payment will be mailed by the University Controller's Office.

#### **PERMITS AND LICENSES**

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

#### **PERSONNEL**

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

#### **PRESENCE ON UNIVERSITY PREMISES**

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises.

The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

The Contractor shall not allow any party under 18 years of age or any party that is not on the Contractor's payroll in any facility at anytime.

#### **PUBLICITY**

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

#### **SAFETY**

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract.

#### **SECURITY**

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

#### **STANDARD OF PERFORMANCE**

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

#### **SURVIVAL**

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

#### **TAXES**

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

#### **TERMINATION**

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the

facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract at its convenience upon thirty (30) calendar days written notice prior to the end of the calendar year (December 31st) or the State's fiscal year (June 30th). Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

#### **USE OF UNIVERSITY'S FACILITIES**

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

#### **UTILITY SERVICES**

The University shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

## **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers,

officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



The successful Bidder shall be required  
to execute the below Indemnification Agreement  
as part of the ITB Requirements.

# **INDEMNIFICATION AGREEMENT**

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is Certificate of Insurance Attached?    [       ] Yes    [       ] No

Contract No. \_\_\_\_\_ for Southeastern Louisiana University  
State Agency Name

PURPOSE OF CONTRACT:

Furnish Transparent LAN Services

## SOUTHEASTERN LOUISIANA UNIVERSITY

### SPECIFICATIONS & REQUIREMENTS

SLU desires to enter into a term contract for Transparent LAN Services as follows:

1. Physical Interface to each of the locations detailed herein will be a copper 100/1000 MBPS Ethernet port.
2. Provide a single copper 100/1000 MBPS Ethernet port between locations for transport of data.
3. Provider will be responsible for providing and managing a Layer 2 device at each location to interface to its network.
4. Provider equipment shall be capable of 802.1ad VLAN "Q-in-Q" or compatible VLAN stacking technique, so SLU can provide it's own VLAN's to each location.
5. Provider will install the Plant into designated SLU location to the hub of the network and will manage the network to the designated demarcation port on its termination device.
6. Provider will be responsible for the equipment.

#### Locations and Physical Interface Requirements:

McClimans Hall	100 MBPS Ethernet
206 Western Ave	
Hammond, LA 70402	

St. Tammany Center	100 MBPS Ethernet
21454 Koop Rd	
Mandeville, LA 70471	

Provider shall guarantee network availability at 99.93% (excluding planned down time agreed to by the customer).

Provider communications shall monitor 7 x 24 x 365.

Provider shall monitor up to the demarcation (WAN port on the switch or router).

Provider's Communication NOC shall continuously monitor its network. In as much as possible, Provider shall notify SLU when it detects a network problem and facilitate the restoration of the network.

All outages monitored and reported to the NOC shall be assigned a ticket number. SLU will refer to this ticket during all correspondence with the Provider. The ticket will not be closed out until SLU agrees that the problem has been resolved.

Successful bidder shall agree the Invitation to Bid and bidder's response shall be incorporated into the final contract consummated with the provider.

The following order of precedence shall be agreed in any resulting contract as follows: 1. contract; 2. Invitation To Bid; 3. bidder's response.

Bidder should provide with the bid response any contract the bidder may require execution on the part of SLU. All provider contract provisions shall be agreeable to change in accordance with laws of the State of Louisiana and any other provisions shall be subject to negotiation in the best interests of both parties.